

**CALHOUN COUNTY
SUBMITTING BIDS/PROPOSALS
INSTRUCTIONS**

Vendors submitting a bid/proposal to Calhoun County **must follow these 3 steps:**

1. **Register as a vendor** with the County by means of this link:

<http://www.calhouncountymi.gov/vendors/registration>

After completing a brief company profile, you will be asked to categorize the product(s) and/or services you provide. For this project, register (at a minimum) under this code: **926.45**. Completing this registration will add you to the County's vendor database. Once registration is complete, you can be assured of receiving emailed notice of all addenda or questions/answers pertaining to this project, and of future solicitations within your category(s) of commodity/services.

If already registered, review your on-line profile and revise to current information.

2. **Download the bid document** by accessing the following link:

http://www.calhouncountymi.gov/government/administrative_services/bid_opportunities

3. **Register your intent to bid** on this project at the site of the above link. (Registration of intent does not need to occur at the time of the document download.) Should you elect not to submit a bid after registering your intent to bid, notify the Purchasing Office of your change in status at: lobrig@calhouncountymi.gov

**VENDORS ARE ENCOURAGED TO REGISTER WITH THE COUNTY
UPON RECEIPT OF THIS SOLICITATION**

**CALHOUN COUNTY
REQUEST FOR PROPOSAL
CALHOUN COUNTY ADMINISTRATOR'S OFFICE
PURCHASING DIVISION
(269) 781-0981**

ISSUE DATE: *OCTOBER 29, 2015*

DUE DATE: *NOVEMBER 19, 2015*

PROJECT: *HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES;
RFP#129-15*

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 PROPOSAL SUBMISSION:

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

CALHOUN COUNTY BUILDING
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION
315 WEST GREEN STREET
MARSHALL, MI 49068

All proposals received shall be notated as such on the outside of the envelope:

PROPOSAL: *HOUSEHOLD HAZARDOUS WASTE
COLLECTION SERVICES; RFP#129-15*

DUE DATE: *TUESDAY, NOVEMBER 19, 2015; 3:00 PM (LOCAL TIME)*

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two nonapplicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

_____REGISTRATION NUMBER: _____

1.3.2 A PARTNERSHIP doing business under the firm name of:

All of the members of which are as follows:

NAME _____ ADDRESS _____

REGISTRATION NUMBER: _____

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of _____

REGISTRATION NUMBER: _____

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 300,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 300,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be ***Additional Insureds:*** The Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

- 1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068)."
- 1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

- 1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.11.2_The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- 1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.
- 1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

1.12 DISCLOSURE

- 1.12.1 All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.
- 1.12.2 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

- 1.15.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.
- 1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.
- 1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.
- 1.15.4 The County reserves the right to reissue the request for proposal.
- 1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

- 1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.
- 1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and

that Contractor should make arrangements to directly pay such expenses, if any.

1.18 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.19 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.20 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.22 LENGTH OF CONTRACT

1.22.1 The term of this requirement's type of contract extends for a *one (1) year term*, commencing after approval and proper execution of the contract documents with the possibility of *four one-year extensions* afterward, exercisable at the sole discretion of the County. These contemplated extensions will be subject to an annual review and negotiated terms and costs mutually agreed upon by both the vendor and the County.

- 1.22.2 In the event the County exercises its option to renew this contract beyond the initial one year period, the prices for each renewal term shall be the price bid for the initial contract plus the CPI adjustment defined in Section 1.22.5.
- 1.22.3 The County shall provide written notice of its intent to exercise its renewal option 90 days prior to the anniversary date of the contract.
- 1.22.4 In order to protect the interest of the County and to give the successful proposer a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the successful proposer and the County.
- 1.22.5 In submitting proposals, each proposer shall set forth the amount they will accept for the first year in payment for services and materials in accordance with the contract. Payment under this contract will be adjusted each succeeding year effective on the contract anniversary date should the Bureau of Labor Statistics Consumer Price Index, CPI for all Urban Consumers, Midwest Region , 1982-84 = 100, show a change from the base index, 178.4, as given for December 2003. A review of the November Consumer Price Index will be made each year prior to the contract anniversary date and the price adjustment will be effective on the contract anniversary date through the ensuing year. Adjustment will be calculated by comparing the base index specified above with the index in effect for each contract period, rounded to the nearest tenth of a percentage point.
- 1.22.6 The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.23 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF PROPOSALS

- 2.1.1 One original and **THREE (3)** copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.2 To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF PROPOSALS

- 2.2.1 The proposal shall be legibly prepared in either ink or typed.
- 2.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.
- 2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or an addendum to the RFP if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.

2.4.2 Questions that arise as a result of this RFP must be submitted in writing to the issuing office via E-MAIL by **NOVEMBER 10, 2015**. All questions and answers will be posted by **NOVEMBER 12, 2015** to Calhoun County's website at:

http://www.calhouncountymi.gov/government/administrative_services/bid_opportunities

Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Calhoun County Administration Office
Purchasing Division
CONTACT: Leslie Obrig
E-MAIL: lobrig@calhouncountymi.gov

2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

2.6 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock is: www.time.gov

LATE PACKETS WILL NOT BE CONSIDERED

2.7 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

PART 3.0 - TECHNICAL SPECIFICATIONS

3.1 PURPOSE

The intent of this Request for Proposal (RFP) and resulting contract is to obtain the services of a qualified contractor to operate Household Hazardous Waste (HHW) collection days for Calhoun County, Michigan. As part of this service, the Contractor will unload, identify, screen, classify, segregate, and package HHW delivered to the collection day sites by Calhoun County residents and arrange for the proper transportation and disposal of the HHW. The term of this agreement will be for 1 year, with the possibility of four 1-year extensions.

3.2 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Purchasing Department in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restrict or limit the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Department not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.3 BACKGROUND INFORMATION

3.3.1 County Location and Description

Calhoun County is located approximately 40 miles south of Lansing, MI and 115 miles west of Detroit, MI. The County is intersected by two major interstate highways (I-69 & I-94) and covers approximately 718 square miles. The estimated year 2000 population of Calhoun County is 137,985. The greatest population density occurs in the western and central portions of the County.

3.3.2 Description of HHW

Household Hazardous Waste (HHW) to be handled by the successful Contractor is brought to the collection day event by County residents. The residents may have stored the HHW for a relatively short period of time, such as a few weeks, or they may have stored it for several years before bringing it to the HHW collection day. The County does not currently have a formal program for accepting hazardous wastes from industry or commercial businesses at HHW collection days.

3.3.3 Other HHW Issues

Although the County does not generally accept HHW at times other than the scheduled collection days, there are occasions when a resident is unable to attend a collection day and brings the HHW to the County at some time other than a regularly scheduled HHW collection day. In these events, the County stores the HHW on a temporary basis. The Contractor shall handle these materials in the same manner that it deals with HHW that is brought to the collection days.

3.4 HHW COLLECTION LOCATION AND HOURS OF OPERATION

3.4.1 The Contractor shall be required to conduct collection days at designated locations in Calhoun County during calendar year 2016.

3.4.1.1 The schedule and location of collection days for the year 2016 have not yet been determined; however, will likely occur between the months of April and October and the number of events is estimated at from 2 to 4. The County reserves the right to increase or decrease the number of collection days for convenience. .

3.4.1.2 The HHW collection events will be held at "satellite" locations throughout the County. In the past, the County has utilized public school parking lots or other publicly owned sites for HHW collection days, but the HHW collection days may also be held at other locations.

3.4.1.3 The HHW collection day schedule for 2016 will be confirmed after consultation between the County and the Contractor. The County reserves the right to increase or decrease the number of collection days that will be held.

3.4.2 Historical Activity

In 2014 the County expended \$53,000 and 2015 year-to-date is \$16,500 for household hazardous waste disposal services. Prior additional history will be provided upon request. Any quantities provided are given as a general guide and are not a guarantee of future activity. Actual requirements may be more or less than those estimated herein.

3.5 TYPES OF MATERIALS FOR COLLECTION

3.5.1 Acceptable Materials

Typical HHW materials that the Contractor will be expected to accept include, but are not limited to, the following (in alphabetical order):

acids	household batteries	photography chemicals
aerosols	household cleaning products	pool chemicals
automotive wastes	insecticides	solvents (spent and contaminated)
batteries	paint (oil-based)	wood preservatives
herbicides	pesticides	

3.5.2 Unacceptable Materials

3.5.2.1 Materials that are typically NOT ACCEPTABLE at HHW collection days include motor oil, lead acid batteries, biologically active materials, compressed gas cylinders, explosives, shock sensitive materials, infectious materials, radioactive materials, and unknown or unidentifiable materials.

3.5.2.2 The Contract shall include a detailed, comprehensive list of what materials are ACCEPTABLE and NOT ACCEPTABLE to be received at the HHW collection days. This list shall be compiled based on information submitted with the proposals.

3.6 SCOPE OF SERVICES

3.6.1 Summary

The successful proposer will be required to operate Household Hazardous Waste (HHW) collection days per calendar year for Calhoun County, Michigan, at dates to be determined. As part of this service, the Contractor will unload, identify, screen, classify, segregate, and package HHW delivered to the collection day sites by Calhoun County residents and arrange for the proper transportation and disposal of the HHW.

3.6.2 Personnel

3.6.2.1 A fully qualified work force shall be maintained throughout the period of this contract with a sufficient number of workers to perform all required services. These workers shall be thoroughly trained and instructed as to required duties and methods of performance. All personnel shall receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time shall workers accept money or other gratuities offered by a resident for service.

3.6.2.2 The County shall designate a County Project Manager who will be responsible for coordinating HHW services with a Project Manager designated by the Contractor. The contractor's Program Manager shall be identified on the proposal.

3.6.3 Technical Specifications

3.6.3.1 Scope of Work: Successful proposer shall be required to conduct household hazardous waste collection days at the County designated site. On collection days the successful proposer shall be responsible for setting up and preparing the site, and for receiving, screening, handling, packaging, and short-term storage of HHW. Collected HHW shall be disposed of at a properly permitted hazardous waste disposal site, approved by the County as previously specified. The successful proposer shall keep accurate records of materials received during each collection day and is responsible for completing all pertinent legal documentation including, but not limited to, the Uniform Hazardous Waste Manifest and D.O.T. shipping papers. Copies of these records shall be provided to the County. The contractor shall manifest all HHW being removed from the County collection days site.

3.6.3.2 Preparation, Mobilization, Planning:

- 3.6.3.2.1 The successful proposer shall prepare a Health and Safety Plan addressing all aspects of collection site operations.
- 3.6.3.2.2 A successful proposer shall meet with designated County personnel including representatives of the Police and Fire and Rescue Departments no later than four weeks prior to the first scheduled collection day to discuss involvement of these Departments with site operations including emergency response needs for possible situations such as delivery of explosives, ammunition, and radioactive wastes. The successful proposer shall assist Police and Fire and Rescue personnel to devise safety requirements and procedures for normal operation of the facility and for responding to accidents at the facility. The successful proposer shall develop written emergency response procedures which shall be included in the Health and Safety Plan. The successful proposer shall also provide contingency procedures for handling excluded wastes including explosives, ammunition, biologically active materials, PCB waste, dioxin, compressed gas cylinders, and radioactive wastes. These procedures shall be included in the Health and Safety Plan.
- 3.6.3.2.3 The successful proposer shall develop written acceptance /screening /handling procedures for wastes which are removed from residents' vehicles. The acceptance/screening/handling procedures shall be included in the Health and Safety Plan. The procedures shall identify screening, collection, handling, and packaging area locations and related safety measures and equipment.

- 3.6.3.2.4 Successful proposer shall set up an all weather collection station at the HHW site making use of the available permanent facilities. Events shall be held in all but the most extreme weather conditions. All site preparations shall be completed prior to the designated start time for each collection event. The successful proposer shall hold a brief safety meeting with all proposer and County staff who will be working at or near the collection site prior to each collection day. Sanitary facilities will be available for use by successful proposer personnel.
- 3.6.3.2.5 The successful proposer shall be responsible to provide and set up all other equipment and supplies needed for each collection event, including but not limited to:
 - 3.6.3.2.5.1 Protective garments and equipment as required by OSHA and all other relevant Federal and State regulations for employees working with the above listed materials.
 - 3.6.3.2.5.2 All personal protection and fire prevention equipment as required by OSHA and all other relevant Federal and State regulations.
 - 3.6.3.2.5.3 Sufficient equipment and supplies to contain and clean all spills and to prevent migration of spilled materials off-site.
 - 3.6.3.2.5.4 Sufficient containers and equipment for the secure storage on site and transport of collected materials off site. These containers shall be compatible with the materials stored within.
 - 3.6.3.2.5.5 A removable impervious tarpaulin sufficient in size to cover pavement where HHW is handled.
 - 3.6.3.2.5.6 Trucks capable of removing all wastes from the collection site. All trucks carrying wastes shall be signed by the successful proposer to indicate their contents and shall be licensed for hazardous waste transport in accordance with all Federal and State requirements.
 - 3.6.3.2.5.7 The successful proposer shall prepare procedures which address collection day spills/releases on the collection site. These procedures shall be included in the Health and Safety Plan.
 - 3.6.3.2.5.8 The successful proposer shall obtain all necessary permits for the collection days.
 - 3.6.3.2.5.9 County personnel shall be granted access to the collection site and may provide assistance in interacting with the public. Personnel from the Department of Public Works and the Fire and Rescue Department with appropriate training and certification

may make unannounced inspections of the HHW collection facility including waste sampling, bulking, and packaging areas.

- 3.6.3.2.5.10 The Department of Environmental Health will be responsible for publicizing the collection days. Wastes which will be advertised as excluded from the collection days are: latex paint, explosives, ammunition, biologically active material, PCB waste, dioxin, compressed gas cylinders and radioactive wastes. However, these wastes will be handled in accordance with the emergency response and contingency procedures if delivered to the site.

3.6.3.3 Screening, Collection, Identification, Packaging, Storage, Shipping, and Documentation:

- 3.6.3.3.1 Waste Screening and Collection: During the screening process, County staff may survey participants to gather pertinent resident information and distribute educational materials. Businesses are not to be included in the collection day program, and wastes from businesses shall not be accepted. Wastes shall only be accepted from Calhoun County residents. Participants will drive up to the screening area, answer the survey, then proceed to the unloading area. The successful proposer shall interview residents about materials delivered for disposal in order to screen out unacceptable products including those from out-of-County residents and businesses. If the participant has any unlabeled waste or wastes not in their original containers, the successful proposer shall attempt to determine the identity of the waste from the participant.
- 3.6.3.3.2 Successful proposer personnel shall unload the wastes from vehicles. Only successful proposer staff is to handle received HHW.
- 3.6.3.3.3 A non-hazardous waste receptacle to accommodate discarded non-hazardous containers and used supplies from the collection day may be supplied by the County.
- 3.6.3.3.4 The contractor will not ship for recycling or disposal the following items, unless otherwise instructed by the County Project Manager or designee: latex paint, lead acid batteries, motor oil, propane tanks and nickel cadmium batteries. The County reserves the right to designate additional items in the future.
- 3.6.3.3.5 The successful proposer shall immediately clean up and prepare for removal all spilled materials and broken containers resulting from resident or successful proposer accidents. The

- successful proposer shall bear the cost for clean up of spilled materials.
- 3.6.3.3.6 Waste Identification: Successful proposer shall provide chemists and/or other qualified persons to identify each waste material, for required documentation and, where necessary, to analyze material on-site. The intent of this effort shall be to obtain sufficient information to allow proper handling, packaging, record keeping and storing or removal of all collected HHW.
- 3.6.3.3.7 Packaging: Once the waste has been appropriately identified, the successful proposer shall remove it from the screening/collection areas to a separate packaging area such that wastes do not accumulate in an area where participants may be located.
- 3.6.3.3.8 Wastes shall be segregated according to Hazard Class and ability to be bulked, then lab packed or bulked in containers approved by State and Federal regulations. Each container shall be manifested, labeled, dated, and coded in accordance with all pertinent State and Federal regulations by the successful proposer.
- 3.6.3.3.9 Shipping: Properly packaged hazardous wastes shall be shipped to permitted Hazardous Waste interim storage facilities or disposal sites in accordance with all applicable DOT and other State and Federal transportation regulations. The successful proposer shall not utilize subcontractors for the hauling/shipment of the collected HHW. Interim storage facilities operated by subcontractors are not acceptable without prior approval of the County.
- 3.6.3.3.10 In coordination with the emergency response activities of local public safety officials, the successful proposer shall be responsible for cleanup and materials disposal associated with any spills or other accident occurring during transport of HHW materials. The successful proposer shall bear the cost for all clean-up and materials disposal associated with any spills or other accident occurring during transport of HHW materials.
- 3.6.3.3.11 The successful proposer shall provide the copy of each hazardous waste manifest, signed by the contractor and the County, at the time the waste is removed from the collection days site as well as County approved container content sheets. The successful proposer shall provide the copy of the manifest which was originally signed by the successful proposer and the County, signed and dated by the receiving agent, when the HHW is received at a transfer, storage or disposal facility. For HHW which is consolidated or remanifested prior to shipment to a disposal facility, the contractor shall provide a certificate

of destruction or manifest signed by the receiving disposal facility which references the specific container number(s) disposed at the facility. Failure to provide these documents within two weeks of waste delivery to a transfer, storage, or disposal facility will be considered grounds for contract default. The successful proposer shall provide the appropriate manifest copies to state agencies as required.

3.6.3.4 Disposal:

- 3.6.3.4.1 Proposers shall identify in their proposal to the County any and all interim storage facilities and final disposal facilities to be used for the HHW collected in this program. The preferred methods of disposal for the hazardous waste collected as a result of the collection days shall be fuel blending, incineration treatment, and recycling.
- 3.6.3.4.2 The successful proposer shall insure that documentation of disposal facility permits, licenses and facility records of environmental violations or noncompliance are accurate and kept up to date. Copies of all such documentation shall be provided to the County upon request.

3.6.3.5 Deliverables:

- 3.6.3.5.1 The successful proposer shall provide all shipping, handling, and disposal documentation.
- 3.6.3.5.2 The successful proposer shall verbally notify the County Project Manager of any problems encountered (other than spills) during each collection day within 24 hours after the incident. The successful proposer shall provide a written report of a said problem within seven working days of the incident. The proposer shall verbally notify the County Project Manager of any leaks or spills at the collection site, immediately after its identification or occurrence. Written notification shall be provided within 24 hours. The County shall be responsible for notifying State agencies of any reportable spilled materials.
- 3.6.3.5.3 The proposer shall provide documentation of all State and Federal permits required to carry out the services described herein with their proposal. It is the responsibility of the proposer to obtain or verify the issuance of such permits, including the permits to operate any hazardous waste storage and/or disposal facilities used for this service.
- 3.6.3.5.4 The successful proposer shall be obligated to provide required services and to conduct operations as described in the Health and Safety Plan and in these specifications. Any proposed deviation from the methods detailed in the plan and specifications shall be submitted, in writing, to the County Project Manager for prior approval.

- 3.6.3.5.5 The successful proposer shall restore the HHW collection site to its original condition. Prior to leaving the collection site, the successful proposer shall inspect the site with the County Project Manager or designee to insure that the site has been restored to its original condition.
- 3.6.3.5.6 The Successful proposer will comply with all terms and conditions of the RFP and subsequent contract.
- 3.6.3.5.7 The Successful proposer will administer a program for accepting and properly disposing of wastes that are generated by businesses that are Conditionally Exempt Small Quantity Generators (CESQG).
- 3.6.3.5.8 The Successful proposer will perform other collection and packaging activities for certain specified materials including, but not limited to, the following: used anti-freeze, empty cardboard boxes, empty paint cans, and empty aerosol cans.

3.6.3.6 Use of Manifest Form

The Contractor shall use an authorized hazardous waste manifest form if the receiving facility requires the use of such form. This shall be a generic Uniform Manifest form or some other form acceptable to Michigan Department of Environmental Quality (MDEQ).

3.6.3.7 EPA Identification Number

The Contractor and/or its designated subcontractors shall act as the generator and transporter of all HHW received at the collection days. For collection days held at satellite sites, the Contractor shall sign off on the manifest as the generator of the waste.

3.6.3.8 Title to Waste

Title to all HHW accepted by the Contractor at HHW collection day sites from County residents shall pass directly from such residents to the Contractor at the time of its acceptance.

3.7 PROPOSAL EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this request for proposal. The proposal selected will be that response deemed most advantageous to Calhoun County, based on the following criteria presented in order of importance:

3.7.1 Relative Experience in Providing HHW Collection Services

3.7.2 Price

3.7.3 References

3.7.4 Resources of Firm

3.7.5 Qualifications of Key Personnel

3.8 CONTENTS OF PROPOSAL

Proposals shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for proposal. **Vendor proposals should include the following :**

3.8.1 Provide a description of your firm's experience in providing HHW collection services including;

3.8.1.1 Planning preparation & setup for collection events

3.8.1.2 Screening, collection, packaging, storage, shipping and documentation

3.8.1.3 Disposal of collected HHW (include methods and facility description)

3.8.2 Pricing

Provide proposed firm-fixed price in response to Bid Sheet (*Attachment D*)

3.8.3 Provide references including name and phone number for recently completed projects of a similar scope to the scope of work required in this RFP.

3.8.4 Briefly identify your firm including; size location, organizational structure and support resources available to complete the scope of services detailed previously in this RFP.

3.8.5 List the qualifications of key personnel who would be assigned to this project including relative experience, degrees, certifications and professional affiliations.

3.9 ATTACHMENTS

The following attachments shall be completed and submitted with response.

3.9.1 Non-Collusion (*Attachment A*)

3.9.2 Certificate of Authorization (*Attachment B*)

3.9.3 Contract (*Attachment C*)

3.9.4 Bid Sheet (*Attachment D*)

3.10 RESPONSE TO RFP

_____ Bidder's proposal packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____ of
(Official Corporate Title)
the corporation named contractor herein: that _____ who signed the
foregoing proposal on behalf of said corporation was then _____ of said
corporation; that said proposal was duly signed for on behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE: _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

CONTRACT

THIS AGREEMENT, made and entered into this ____ Day of _____, 2015,
by and between the County Of Calhoun, Michigan, (hereinafter called the "County") and
_____, (hereinafter called the "Contractor").

WITNESSETH

WHEREAS , the Contractor did on the ____ Day of _____, 2015, submit a Bid Proposal to provide ***Household Hazardous Waste Collection Services*** as may be incidental thereto or as described in ***RFP#129-15***.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed upon by and between the parties hereto as follows :

1. The Contractor shall furnish the following Contract Documents, all of which shall be incorporated as part of the agreement between the parties as fully as if set forth herein:
 - (a) The Request For Proposal **RFP#129-15**.
 - (b) The Contractor's Bid Proposal
 - (c) This Instrument
 - (d) Any supplements or changes to the foregoing agreed to by the parties hereto including addendums
 - (e) Insurance Forms
2. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no substitutions or change in said specifications shall be made except upon written consent or written direction of the Purchasing Agent for the County. Any such substitution or change shall in no manner be construed to release either party from any specified or implied obligation of the aforesaid Contract Documents except as specifically provided for in such consent.
3. This Contract is entered into subject to the following conditions :
 - (a) The Contractor shall procure and keep in full force and effect throughout the terms of this contract all of the insurance policies specified in, and required by, the Contract Documents.

(b)The Contractor shall not be liable for the failure to wholly perform the stated duties if such failure is caused by a natural catastrophe, riot, war, government order or regulation, or Act of God.

(c)The contractor shall not violate the provisions of the Michigan Handicappers' Civil Rights Act, P.A. 1976, NO. 220, being sections 37.1101 et seq. Of the Michigan Compiled Laws, and specifically agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status, or because of a handicap that is unrelated to the individuals ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

(d)In the case of a conflict between the Contract, RFP, Addendum, and Bid; the RFP and Addendum shall be the prevailing documents.

(e)The terms and conditions contained within the Contract Documents are governed by the laws of Michigan. In the event of a dispute the laws of Michigan will be used to resolve the dispute.

IN WITNESS WHEREOF, we, the contracting parties by our representative duly authorized agents, hereto affix our signatures and seals this _____ day of _____, 2015.

COUNTY OF CALHOUN, MICHIGAN

ATTEST :

_____ BY : _____

TITLE : _____

CONTRACTOR

ATTEST :

BY : _____

TITLE : _____

ATTACHMENT D

**HOUSEHOLD HAZARDOUS WASTE
BID SHEET**

WASTE CATEGORY*	UNIT MEASUREMENT	BID PRICE PER UNIT
Expired Medications		\$
Automotive Liquids		\$
Oil Base Paints		\$
Herb/Pesticides (Liquid)		\$
Herb/Pesticides (Solid)		\$
Fuel Oils		\$
Household Batteries		\$
Aerosol Cans		\$
Mercury		\$
Chlorophenols		\$
Acids		\$
Solvents/Cleaners		\$
Fluorescent Light Bulbs		\$

**Waste categories are based on historical collection data. The actual quantities collected may vary for each collection site and isn ot a guarantee of contractual obligation. Payment shall be based on the actual quantities received at the collection events.*

Company or Bidder's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone Number: _____ **Fax Number:** _____

Contact Person: _____

Title: _____

Email Address: _____

Authorized Signature: _____

Date: _____

